

**REQUEST FOR PROPOSALS
DOMESTIC VIOLENCE AND SEXUAL ASSAULT TREATMENT
SERVICES
FOR FEMALE INMATES AT
EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN

SPECIFICATIONS**

Information for Bidders (Background)

The mission of the New Jersey Department of Corrections (NJDOC) is to ensure that all persons committed to the state correctional institutions are confined with the level of custody necessary to protect the public and are provided with the care, discipline, training and treatment needed to prepare them for reintegration into the community (N.J.A.C. 10A:1-1.1). The NJDOC oversees approximately 25,000 inmates throughout 13 major institutions including 11 adult male correctional facilities, one women's correctional institution, a central reception facility and 15 contracted Residential Community Release Facilities (RCRP).

Edna Mahan Correctional Facility for Women (EMCFW) is responsible for housing state sentenced female offenders at all levels of security. Established in 1913, EMCFW has separate and diverse housing suited to the various custody status limitations of the population. The approximate average daily inmate population of the facility was 1011 (2007), 949 (2008), and 880 (2009). The current population is approximately 850 inmates. The race/ethnic background of the population is approximately 52% Black, 35% White, 12% Hispanic, and 1% Asian.

The mission of EMCFW includes several objectives regarding facility operations, inmate care and custody, and programming. One objective is to develop initiatives that support program opportunities for inmates who are goal oriented in making positive changes for transition to the community. In order to strive toward the mission of the

department and achieve the objectives of EMCFW, female victims of past incidents of domestic violence and/or sexual assault require specialized services that are sensitive and specific to their unique needs.

A 1999 report entitled “Prior Abuse Reported by Inmates and Probationers” published by the Bureau of Justice Statistics reports that more than half (57%) of the female state prison population has been abused, including 47% being physically abused and 39% sexually abused (with many being victims of both types of abuse). Slightly more than a third of imprisoned women had been abused by an intimate partner in the past and just under a quarter reported prior abuses by a family member. Female inmates incarcerated at EMCFW reflect the characteristics of those included in national statistics.

Research indicates that without some form of intervention and education, victims of domestic violence remain in abusive relationships. Moreover, battering tends to escalate over time, leading in some instances to homicide or suicide. It is also documented that domestic violence is a generational problem; that is, women having grown up in families where domestic violence was the norm will be accepting of the abuse and establish a role model for their female children that perpetuates this victim role.

The New Jersey Department of Corrections has received Federal STOP Violence Against Women Act (VAWA) grant funds through the New Jersey Department of Law and Public Safety, Division of Criminal Justice, to support multi-cultural domestic violence and sexual assault treatment services at EMCFW. The project, supported with Federal funds, is titled “Saving Our Sisters – A Multi-cultural Victim’s Services Program.” The “Saving Our Sisters” initiative has two primary components to the continuum of care including (1) contracted services provided by a domestic violence or sexual assault service provider and (2) English and Spanish bilingual personnel and or

graduate school interns hired by the NJDOC to facilitate domestic violence services for the Hispanic population. The Request for Proposals is advertised to solicit bids for the contracted domestic violence and sexual assault services; effective February 15, 2011. The bilingual component is facilitated separately by the NJDOC. However, coordination between all domestic violence and sexual assault services should occur to maintain a continuum of care.

Important Dates

- RFP release date: **January 3, 2011**
- End of question period: **January 14, 2011**
- All questions and answers posted on the NJDOC web site: **January 21, 2011**
- Proposal closing date: **February 4, 2011**
- Contract award: **February 15, 2011**

Eligible Organizations

In order to be eligible for consideration, bidders must be a for-profit or non-profit corporation duly registered to conduct business in the State of New Jersey. Eligible organizations must specialize in the provision of domestic violence services or both domestic violence and sexual assault services.

Scope of Work

The NJDOC will contract with a service provider to facilitate domestic violence and sexual assault services for female inmates at the New Jersey Department of Corrections' Edna Mahan Correctional Facility for Women (EMCFW) in Clinton, New Jersey. The services will be facilitated in both the minimum custody (grounds) and maximum custody units for female inmates who have been victim of domestic violence and/or sexual assault and who voluntarily request participation in services. Multi-lingual

services including counseling facilitated in English and Spanish are ideal but not required.

The domestic violence and sexual assault treatment provided by the successful bidder shall be available to the female inmate population at EMCFW as a continuum of services. The contracted continuum of services shall include three primary interventions including (1) group counseling; (2) individual counseling; and (3) music therapy. Group counseling shall be therapeutic in content. The number of service hours, length of each counseling cycle and number of counseling cycles in an annual period will be determined by the vendor. The primary focus and content of the counseling group(s) will be mutually agreed upon by the successful bidder and the contract liaison and may vary over time to address the needs of the population at EMCFW. Individual counseling should be reserved for female inmates who are assessed to require more intensive and ongoing treatment. Music therapy is intended as the specialized use of music as a supportive treatment intervention to address social, communication and emotional needs. Music therapy should be facilitated in a group setting. In addition to the three primary services, special events such as poetry readings, various educational seminars or music concerts may be proposed to supplement services. All services in the continuum must be facilitated separately in the minimum custody unit (grounds) and the maximum custody unit.

The successful bidder will be responsible for recruiting inmates for program participation. One recommended method of recruitment is through the distribution of informational pamphlets. The pamphlets may be developed by the successful bidder or designed jointly by the successful bidder and the NJDOC. Pamphlets must be approved by the NJDOC prior to distribution. Recruitment may also occur via sign-up sheets and written inmate requests at EMCFW. The successful bidder will interview inmates and

work with the contract liaison to review potential participants for appropriateness and eligibility. The successful bidder will also coordinate efforts with the contract liaison to create and submit a schedule for the daily authorized absence list that will allow each participant to attend services.

The contract liaison at EMCFW will assist the successful bidder with scheduling program activities between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Additional time may be required for contracted vendor staff to enter and exit the facility each day. Program scheduling may be subject to revision over time, as determined by programming needs.

Once the successful bidder is determined, project staff will be required to submit to a state background check and attend two separate orientation trainings of two hours. Each training session will address safety and security protocol and institutional procedures. In addition, project staff will be assigned a temporary identification card that must be worn visibly at EMCFW. The contract liaison will inform the successful bidder of the training requirements, with reasonable notice, as they are identified. Annual training will be required in instances of contract extension.

Reporting

The successful bidder agrees to submit quarterly narrative progress reports to the contract liaison at EMCFW. The format of the quarterly narrative report will be mutually agreed upon by the successful bidder and the contract liaison. At a minimum, the quarterly narrative progress reports will include data on the number of women served both individually and in group services. The reports will also include a narrative explanation of any barriers to service implementation that should be addressed by the contract liaison. The successful bidder will need to maintain attendance records to help

ascertain unduplicated vs. duplicated service numbers. Information regarding offender demographics may need to be maintained as well.

Vendor Proposal

Proposals submitted in response to this Request for Proposals are to describe in narrative form the vendor's general approach to accomplishing the described tasks. An annualized project budget for the period of February 15, 2011 – February 14, 2012 must include an all inclusive hourly rate for services rendered as well as a project total.

The proposals must include information regarding:

- mission and/or background of the agency
- location of the agency
- experience providing domestic violence and sexual assault services
- table of organization
- key individuals who will be involved in the project
- staffing qualifications
- backup staff
- description of proposed group counseling services i.e. curricula and pre and post test evaluations (if applicable), number of sessions per group cycle, number of group cycles annually, target number of participants annually
- description of proposed individual counseling services i.e. service availability/scheduling, maximum caseload, duration of client participation, target number of participants annually, pre and post evaluations (if applicable)
- description of proposed music therapy groups i.e. general content, number of sessions per cycle, number of cycles annually, target number of participants annually
- description of any special events to be facilitated by the vendor (if applicable)

- description of any services that may be supported through other funding sources
- prior and/or current experience facilitating services in a correctional institution
- anticipated difficulties with the tasks as described by this Request for Proposals
- other state agency contracts (if applicable)
- project budget including all inclusive monthly rate and project total
- budget narrative

Selection criteria will be based upon the following and in this order of importance:

- Level of services proposed
- Completeness of the proposal
- Bidder's understanding of the program based on content of the proposal
- Bidder's qualifications
- Bidder's experience in similar work

Client Fees

The successful bidder shall impose no fees or any other types of charges of any kind upon recipients of contract services.

Availability of Funds

Federal STOP Violence Against Women grant funds in the amount of \$36,000 are available for an annualized project period. Funding will be awarded for one contract of up to \$36,000. All eligible organizations may provide an all inclusive bid for services; bids are not to exceed \$36,000 for the annual project or \$3,000 monthly.

On a quarterly basis, the successful bidder shall request funds from the NJDOC based upon costs incurred during the preceding three-month period. This is a cost reimbursement contract. No advance of funding will be allowable. The successful bidder will submit a State of New Jersey Payment Voucher, an invoice and a quarterly narrative

progress report to request payment under the contract.

The successful bidder shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement are expressly dependent upon the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated by the Legislature or are otherwise unavailable, the NJDOC reserves the right to terminate the contract upon written notice to the successful bidder. Said termination shall not be deemed a breach of contract by the NJDOC or an event of default under the contract. Should such an event occur, the successful bidder shall be entitled to compensation of all satisfactory and authorized services completed as of the termination date. Upon such termination, the successful bidder shall have no right to recover from the NJDOC any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount. In addition, future funding shall not be anticipated from the NJDOC beyond the duration of the award period set forth in the contract and in no event shall the contract be construed as a commitment by the NJDOC to expend funds beyond the expiration date set in the contract.

Cost Proposal

The vendor must submit all requested pricing information. Failure to submit all requested pricing information may result in the proposal being considered materially non-responsive. The successful bidder must hold its price(s) firm through the contract period of 12 months from the effective date of this contract.

Criminal Background Checks

All staff requiring access to any NJDOC facility shall be subject to a criminal background check performed by the NJDOC Special Investigations Division. Staff not cleared through the background check shall not be permitted to enter any NJDOC facility.

Indemnity/Liability To Third Parties

The successful bidder shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on the account of the loss of life, property or injury or damages to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from (1) the work and/or materials supplied under the contract; or (2) any failure to perform the successful bidder's obligations under the contract or any improper or deficient performance of the successful bidder's obligations under the contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the successful bidder under a contract, nor shall they be construed to relieve the provider from any liability, nor preclude the State of New Jersey, its Agencies and/or the Department of Corrections from taking any other actions available to them under any other provisions of the contract or otherwise in law.

Insurance

The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the Department of Corrections, Bureau of Procurement and Contract Management.

The insurance to be provided by the successful bidder shall be as follows:

Comprehensive General Liability Insurance or its equivalent: The minimum limit

of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

Automobile Liability Insurance: Automobile liability insurance shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.

Worker's Compensation and Employers Liability: Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance shall be maintained with limits not less than:

Bodily Injury, Each Occurrence: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Aggregate Limit: \$1,000,000

Professional Liability Insurance: When it is common to the bidder's profession to do so, the successful bidder shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the successful bidder from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as

shall be approved by the State. If the bidder has claims-made coverage and subsequently changes carriers during the term of a contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

Availability of Records

The successful bidder shall maintain weekly payroll, cost and accounting records related to the services performed on the project, including expenses pertaining to additional services required by the State on the project. Such records shall be maintained and available for the State of New Jersey and/or Department of Corrections' inspection as to all aspects of the work. These records shall be retained for a period of seven (7) fiscal years after the expiration of the State's fiscal year in which the contract expires or in which final payment is received by the successful bidder under a contract, whichever occurs later. (The State's fiscal year is from July 1 through June 30). At the request of the NJDOC, the successful bidder shall promptly furnish, free of charge, all information and copies of all records which the NJDOC requests. The successful bidder shall allow the NJDOC to visit the office(s) of the successful bidder periodically, upon reasonable notice, in order to review any document related to the contract or to otherwise monitor work being performed by the successful bidder pursuant to the contract. Any failure by the successful bidder to maintain or produce such records or to otherwise cooperate with the NJDOC may be cause for termination of the contract and/or suspension or debarment from State contracts.

Audit Requirements

Examination in the form of an audit shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds to produce unbiased opinion, conclusions, or judgments. These audit examinations are

intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the contract and the accounts and that financial reports fairly present the results of the successful bidder's operations. The NJDOC will require submission of the successful bidder's annual organization-wide audit. Audits shall be conducted in accordance with generally accepted accounting principles and government auditing standards. The audit of the successful bidder must be in accordance with the applicable regulations (and their subsequent revisions) as follows:

Federal OMB Circular A-133 Revised, Audits of States, Local Governments and Non-profit Organizations.

U.S. Government Accountability Office, Government Auditing Standards.

At any time during the contract term, the successful bidder's overall operations, its compliance with specific contract provisions, and the operations of any subcontractors engaged by the successful bidder may be subject to audit by the NJDOC.

Whether or not such audits are conducted during the contract term, a final financial and compliance audit of contract operations, including the relevant operations of any subcontractors, may be conducted after contract termination or expiration. The successful bidder is subject to audit up to five years after termination or expiration of a contract. If any audit has been started but not completed or resolved before the end of the five-year period, the successful bidder continues to be subject to audit until it is completed and resolved.

The successful bidder shall agree to assure timely and appropriate resolution of audit findings and recommendations.

Publicity

The successful bidder is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Commissioner, New Jersey Department of Corrections.

Advertising

The successful bidder shall not use the State's name or New Jersey Department of Corrections' logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Commissioner, New Jersey Department of Corrections.

Contract Award and Contract Period

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid meets the aforementioned specifications and will be most advantageous to the State, price and other factors considered. NJDOC staff may request a site visit to the bidder's facility prior to awarding the contract. The contract will be in effect for 12 months. The proposed program shall commence within thirty calendar days of the award of the contract.

The contract period may be renewed for two additional 12-month periods, or fraction thereof, dependent upon the availability of funds and the performance of the successful bidder.

Required forms and documentation

The following forms must be downloaded, printed, completed, signed, and returned with the proposal:

- State of New Jersey Terms and Conditions

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

- Ownership Disclosure Form, Disclosure of Investigations
- Affirmative Action Employee Information Report
- MacBride Principles Certification

The above forms are found at:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

- Chapter 51 Certification Form (Political Contributions)

The above form and instructions are found at:

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_cd_instr.pdf

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_cd.pdf

- Chapter 271 Certification Form (Political Contributions)

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>

- State Tax Set Off Form

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/pbtax.pdf>

If there is a conflict between the terms of this RFP and the State of New Jersey Terms and Conditions, the terms of this RFP shall take precedence.

Questions regarding this RFP may be faxed or e-mailed prior to the end of the question period, to:

New Jersey Department of Corrections
Attn: Eugene Pryor
P.O. Box 863
Whittlesey Road
Trenton, NJ 08625-0863

Fax: 609-984-3428

E-mail: eugene.pryor@doc.state.nj.us

All questions and answers will be posted on the NJDOC web site.